



200908260057

Skagit County Auditor

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When recorded return to:
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and the Thomas and Barbara Schnelle hereinafter referred to as "OWNER(S)".

Whereas, OWNER(S), Thomas and Barbara Schnelle, owner of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 3920 Commercial Avenue, Anacortes, WA.

Seattle Syndicate to Anacortes, Acres 0.14, lots 22 & 23, Seattle Syndicates first addition to the plat thereof recorded in Volume 1 of Plats, page 25, Records of Skagit County, WA Parcel number – P58778

Whereas, the Owners has placed certain improvements in the right of way adjacent to said property consisting of:

To build a 30" high retaining wall that will encroach 16.5 feet by 60' into the city right of way in front of the house along Commercial Avenue. The wall will set back 7 feet from the curb allowing room for a future sidewalk.

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and standard conditions:


1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.
2. The Owner(s) agree to comply with all applicable ordinances, laws and codes in constructing the encroachment and further agree to remove the said encroachment within a reasonable time upon request by the City of Anacortes or a duly franchised public utility. The Owner(s) understand and agree that all costs incurred in removing said improvements shall be at the Owner's sole expense.
3. The Owner(s) agree to indemnify and hold the City harmless from any claims for damages resulting from construction, maintenance or existence of those improvements encroaching into said right-of-way.
4. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
5. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
6. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
7. The construction and use shall not create clear view obstructions at intersections or private property access.

Special Conditions

None

DATED this 11th day of August 2009.


OWNERS: By: _____


Thomas E. Schnelle

By: _____


Barbara J. Jewett Schnelle

APPROVED By: _____


H. Dean Maxwell, Mayor



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